

R. DUANE FRIZELL, ESQ.
Nevada Bar No. 9807
FRIZELL LAW FIRM, PLLC
8275 S. Eastern Ave., Suite 200
Las Vegas, Nevada 89123
Office (702) 657-6000
Fax (702) 657-0065
DFrizell@FrizellLaw.com
*Attorneys for Defendants Faa Foi Tuitama,
Advanced Med LLC, and Green Tree Services LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

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| ALLSTATE INSURANCE | § | |
| COMPANY, et al., | § | |
| | § | CASE NO: 2:15-cv-01434-GMN-VCF |
| Plaintiffs, | § | |
| | § | |
| vs. | § | |
| | § | |
| | § | |
| OBTEEN N. NASSIRI, D.C., et al., | § | |
| | § | |
| Defendants. | § | |

STIPULATION AND PROTECTIVE ORDER

Plaintiffs ALLSTATE INSURANCE COMPANY, ALLSTATE PROPERTY & CASUALTY INSURANCE COMPANY, and ALLSTATE INDEMNITY COMPANY (collectively, "Plaintiffs"); Defendants OBTEEN NASSIRI, JENNIFER NASSIRI, HARLEY TRUCK, LLC, and DAA TRUST (collectively, "Nassiri Defendants"); and Defendants JIM ANDERSEN, CHRISTYN ANDERSEN, ANDERSON FAMILY TRUST, 181 RUSTY PLANK, LLC, and ADROON, LLC (collectively, "Andersen Defendants"); and Defendants FAA FOI TUITAMA, ADVANCED MED LLC, and GREEN TREE SERVICES LLC (collectively, "Medical-Training Defendants") hereby tender to the Court this Stipulation and Protective Order.

1 In this connection, these Plaintiff and these Defendants (each a “Party” and collectively the
2 “Parties”) hereby stipulate and agree as follows:

- 3 1. Purpose. The contents of private financial, proprietary, and/or related information
4 pertaining to the parties are deserving of protection under FRCP 26(c). This
5 protective order is intended to govern the use and dissemination of this Covered
6 Information, which may contain or be referenced in all documents and discovery
7 material produced by the parties, whether informally or formally, in response to
8 interrogatories, requests for admissions, or requests for production, or obtained by
9 or submitted to the parties, the Court, or both through affidavit, record or other
10 testimony, deposition, or otherwise.
- 11 2. Designation of “Confidential Information”. The designation “Confidential
12 Information” shall include any and all information relating to the parties’ financial,
13 proprietary, and/or related information. When documents are produced in
14 discovery and/or pursuant to FRCP 26(a), they may be designated as confidential
15 by Bates Number. In addition, all confidential documents shall be marked
16 “CONFIDENTIAL” in a conspicuous place on the face of each page of the
17 document.
- 18 3. Designation of “Attorney’s Eyes Only”. The designation “Attorney’s Eyes Only”
19 shall be limited to information that the disclosing party reasonably believes
20 contains a trade secret, is of a highly sensitive commercial nature, or should
21 otherwise be subject to “Attorney’s Eyes Only” treatment. Examples of such
22 information include, but are not limited to, documents reflecting, containing, or
23 derived from Confidential Information regarding current pricing, production, cost,
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1 marketing, strategic planning, or customers. Pricing and marketing information
2 concerning past business dealings between the parties, and other information
3 which is known to the parties independent of this litigation shall be subject to the
4 “Confidential Information” designation only; however, such information
5 concerning third parties may be designated “Attorneys’ Eyes Only.” When
6 documents are produced in discovery and/or pursuant to FRCP 26(a), they may be
7 designated as being for attorney’s eyes only by Bates Number. In addition, all such
8 documents shall be marked “ATTORNEY’S EYES ONLY” in a conspicuous
9 place on the face of each page of the document.
10

11 4. “Covered Information” Defined. As used herein, the term “Covered Information”
12 refers to and includes information and documents designated as “Confidential
13 Information,” “Attorney’s Eyes Only,” or both.
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15 5. Qualified Persons to Review Confidential Information. Confidential Information
16 produced pursuant to this Order may be disclosed or made available only to the
17 persons set forth below:

- 18 (a) The parties (if not natural persons, then the employees, principals or agents
19 of the parties who are actively involved in assisting with the prosecution or
20 defense of this action);
- 21 (b) In-house counsel for the parties who are actively involved in the
22 prosecution or defense of this action;
- 23 (c) Outside counsel for the parties;
- 24 (d) Consulting or testifying experts retained by counsel in this litigation;
- 25 (e) The Court;
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- 1 (f) Court reporters (including audio and video);
2 (g) Special masters;
3 (h) Private arbitrators and mediators;
4 (i) The direct staff of, and any contract support personnel employed or
5 retained by the foregoing persons, provided that they are actively involved
6 in this litigation; and
7
8 (j) Others specifically identified and authorized in writing by the disclosing
9 party.

10 6. Qualified Persons to Review Information Designated “For Attorney’s Eyes Only.”

11 Information designated “Attorney’s Eyes Only” and produced pursuant to this
12 Order may be disclosed or made available only to the persons set forth below:

- 13 (a) In-house counsel for the parties who are actively involved in the
14 prosecution or defense of this action;
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16 (b) Outside counsel for the parties;
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18 (c) Consulting or testifying experts retained by counsel in this litigation;
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20 (d) The Court;
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22 (e) Court reporters (including audio and video);
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24 (f) Special masters;
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26 (g) Private arbitrators and mediators;
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28 (h) The direct staff of, and any contract support personnel employed or
retained by the foregoing persons, provided that they are actively involved
in this litigation; and others specifically identified and authorized in writing
by the disclosing party.

1 7. Dissemination of Covered Information. Prior to delivering any information
2 controlled by this document to persons designated as “Confidential Information” or
3 “Attorney’s Eyes Only,” the person(s) to be provided the information shall be
4 provided with a copy of this Order and shall execute a Declaration in the form of
5 Exhibit “A” to this Order, wherein they agree to comply with the terms of this
6 Order. Counsel for the parties shall maintain a file of all declarations signed by
7 person(s) to whom Covered Information has been given.
8

9 8. Enforcement of Order. Any party attempting to enforce this Order will be entitled
10 to its attorney fees and costs from any party in violation of this Order if the Court
11 finds that the party acted in knowing, willful or intentional violation of the Order.
12 If it is determined that there is no violation of the Order, then the party charged
13 with violating the Order shall recover its attorney’s fees and costs, incurred in
14 opposing the motion, from the party seeking to enforce the Order. If it is
15 determined that a party negligently and/or unintentionally or unwillfully violated
16 the Order, that party attempting to enforce this Order shall not be entitled to its
17 attorney fees and costs, provided that the negligent, unintentional, or unwilful party
18 takes reasonable action to correct and cure their violation immediately upon
19 discovering their error. Nevertheless, the provisions of this Paragraph 8 shall not
20 limit the Court in enforcing this Order in any manner that it deems appropriate,
21 under the circumstances.
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24 9. Use of Covered Information in Court. Any party seeking to use Covered
25 Information in Court must seek, in good faith, to file and/or use the information
26 under seal according to the requirements of Local Rule 10-5(b) and the Ninth
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1 Circuit's decision in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172
2 (9th Cir. 2006). In addition, any such party shall comply with the procedures
3 outlined below:

4 (a) Such party must, in good faith, show compelling reasons sufficient to
5 overcome the presumption of public access. All motions to seal must, in
6 good faith, address the applicable standard and explain why that standard
7 has been met. The fact that a court has entered a blanket stipulated
8 protective order and that a party has designated a document as confidential
9 pursuant to that protective order does not, standing alone, establish
10 sufficient grounds to seal a filed document.

11 (b) If the sole ground for a motion to seal is that the opposing party (or non-
12 party) has designated a document as "Confidential Information" or for
13 "Attorney's Eyes Only," the using or filing party must notify the opposing
14 party (or non-party) at least seven days prior to using or filing the
15 designated document. The designating party must then make a good faith
16 determination if the relevant standard for sealing is met. To the extent the
17 designating party does not believe the relevant standard for sealing can be
18 met, it shall indicate that the document may be used or filed publicly no
19 later than four days after receiving notice of the intended filing. To the
20 extent the designating party believes the relevant standard for sealing can
21 be met, it shall provide a declaration supporting that assertion no later than
22 four days after receiving notice of the intended use or filing. The using or
23 filing party shall then attach that declaration to its motion to seal the
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1 designated material. If the designating party fails to provide such a
2 declaration in support of the motion to seal, the using or filing party shall
3 file a motion to seal so indicating and the Court, if it deems it appropriate,
4 may order the document filed in the public record. The Court may also
5 order the designating party to show cause why the document should not be
6 filed in the public record.
7

8 (c) To the extent any aspect of this Order may conflict with this Paragraph 9
9 (or any of its subparts), the provisions of this Paragraph (and its subparts)
10 shall control

11 10. Future Motions or Applications to Court Not Prohibited. This Order shall not
12 prejudice to the right of the parties (a) to bring before the Court at any time the
13 question whether any particular document or information is confidential or whether
14 its use should be restricted or (b) to present a motion for a separate protective order
15 as to any particular documents or information, including restrictions differing from
16 those specified herein. This Order shall not be deemed to prejudice the parties in
17 any way in any future application for modification of this Order.
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19 11. Use by the Parties. Nothing in this Order shall prevent or limit the parties from
20 using or disclosing their own Covered Information, and information or documents
21 derived therefrom, for any purpose, and the parties shall take all steps required by
22 this Order to maintain their confidentiality during such use.
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24 12. Inadvertent Production. If a party inadvertently produces or discloses any Covered
25 Information without making it with the appropriate legend, it may give notice to
26 the receiving party that the information should be treated in accordance with the
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1 terms of this Order, and shall forward appropriately stamped copies of the items in
2 question. The receipt of such Covered Information by any individual or entity
3 shall not be deemed a waiver of confidentiality, and such designation of
4 confidentiality may be made as soon as possible after the discovery of the
5 inadvertent production or disclosure.
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7 13. Limited Effect of Order. This Order is entered solely for the purpose of facilitating
8 the parties' exchange of documents and information in this action without
9 involving the Court unnecessarily in the process. Nothing in this Order, the
10 production of any information or documents under the terms of this Order, or any
11 proceeding pursuant to this Order shall be deemed to have the effect of an
12 admission or waiver by the parties regarding the confidentiality or non-
13 confidentiality of any such document, thing, or information.
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15 14. Termination of Action. This Order shall survive the final termination of this action,
16 and the parties agree that the Court shall retain jurisdiction to resolve any dispute
17 concerning the use of information disclosed hereunder. Upon termination of this
18 case, all documents, materials, and deposition transcripts designated as containing
19 Covered Information and all copies of the same, but not including any derivative
20 materials protected by the attorney-client privilege or work product doctrine, shall
21 be returned to the attorneys of records for the producing party, or at the producing
22 party's option, destroyed by counsel for the receiving party. In the case where the
23 latter option is used, within thirty (30) days of the conclusion of this or any
24 subsequent action or claim arising out of this action, counsel for the receiving party
25 shall notify counsel for the producing party by written declaration signed by
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counsel under penalty of perjury that such destruction has taken place. The provisions of this Order, insofar as they restrict the disclosure, communication of, and use of, Covered Information, shall continue to be binding after the conclusion of this action or any potential claim arising out of this action. The failure by any party or by its counsel to comply with the terms of this Order shall subject such party or its counsel to sanctions, as well as other disciplinary sanctions as the Court may order. /

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2 15. Entire Agreement and Stipulation. This Order sets forth the entire agreement,
3 stipulation, and understanding between the parties with respect to the use of
4 Covered Information in this action and supersedes any prior contemporaneous
5 agreement between the parties.
6

7 IT IS SO STIPULATED.

8 **FRIZELL LAW FIRM, PLLC**
8275 S. Eastern Ave., Suite 200
9 Las Vegas, Nevada 89123

HUTCHISON & STEFFAN, LLC
10080 W. Alta Dr., Suite 200
Las Vegas, Nevada 89145

10
11 By: /s/ R. Duane Frizell
12 R. DUANE FRIZELL, ESQ.
13 Nevada Bar No. 9807
14 *Attorney for Medical-Training*
15 *Defendants*

By: /s/ Todd L. Moody
TODD L. MOODY, ESQ.
Nevada Bar No. 5430
RICHARD L. WADE, ESQ.
Nevada Bar No. 11879
Attorneys for Nassiri Defendants

16 **GERRARD COX LARSEN**
2450 St. Rose Parkway, Suite 200
Henderson, NV 89074

**MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP**
8337 W. Sunset Rd., Suite 350
Las Vegas, Nevada 89113

18 By: /s/ John M. Langeveld
19 DOUGLAS D. GERRARD, ESQ.
20 Nevada Bar No. 4613
21 JOHN M. LANGEVELD ESQ.
22 Nevada Bar No. 11628
23 *Attorneys for Andersen Defendants*

By: /s/ Jared P. Green
JARED P. GREEN, ESQ.
Nevada Bar No. 10059
DYLAN P. TODD, ESQ.
Nevada Bar No. 10456
Attorneys for Plaintiffs

24 IT IS SO ORDERED.

25 DATED: 5-3-2017

ORDER



UNITED STATES MAGISTRATE JUDGE
CASE NO.: 2:15-cv-01434-GMN-VCF

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Submitted by:

FRIZELL LAW FIRM, PLLC
8275 S. Eastern Ave., Suite 200
Las Vegas, Nevada 89123

By: /s/ R. Duane Frizell
R. DUANE FRIZELL, ESQ.
Nevada Bar No: 9807
Attorney for Medical-Training
Defendants

1 **EXHIBIT "A"**

2 **DECLARATION**

3 STATE OF _____)
4) ss.
COUNTY OF _____)

5 I, _____ [printed name],
6 hereby declare as follows:

- 7 A. I understand that the information and/or documents to be provided to me marked
8 as "Confidential," "Attorney's Eyes Only," or both are subject to a protective order
9 in the federal lawsuit styled *ALLSTATE INSURANCE COMPANY, et al., v. OBTEEN N. NASSIRI, D.C., et al.*, Case No. 2:15-cv-01434-GMN-VCF, in the
10 United States District Court for the District of Nevada (the "Lawsuit").
11 B. I understand that such information and/or documents constitute Covered
12 Information that is to be used only for the purposes of this Lawsuit.
13 C. I understand that said information is not to be disclosed by me to anyone nor used
14 for any purpose other than that described above.
15 D. I have read the Stipulation and Protective Order ("Order") entered into in this
16 lawsuit and agree to be bound by its terms.
17 E. I understand that I may not copy or otherwise disseminate any Covered
18 Information received by me in the course of this matter in any way not prescribed
19 by this Order.
20 F. I further understand that I must return all copies of Covered Information upon
21 request at the conclusion of this Lawsuit.
22 G. I hereby agree, stipulate, and subject myself to the jurisdiction of the United States
23 District Court for the District of Nevada with regard to any proceedings to enforce
24 the terms of this Order against me, whether by way of civil action, injunction,
25 monetary damages, or otherwise.
26 H. I declare under penalty of perjury of the laws of the United States and of the State
27 of Nevada that the foregoing is true and correct.
28

Printed Name

Signature

22 SUBSCRIBED and SWORN to before me in person
23 this _____ day of _____, 20____.

A Notary Public in and for
said County and State

My Commission Expires